



Authorization Letter

We OMR S.p.A. herewith authorize,

Aria Sanat Sadaf Co. LTD

Address:

Apt D9 ,9th floor, No26, Daneshvar Tower, East-Daneshvar St., North-Shiraz Ave., Mollasadra Ave., Tehran, Iran

Postal Code: 19917774886

TEL: +9821 88616956

Fax : +9821 88612896

as our sales and marketing products for

the Islamic Republic of IRAN

OMR S.p.A. will provide full support to sale and after-sales services of the technology and equipment supplied in above mentioned country.

29/12/2016

Claudio Ponzio

O.M.R. S.p.A.



SHANGHAI KOKO VALVE GROUP CO., LTD.

Tel: 0086 21 63177917

Fax: 0086 21 63176769

Web: www.kokovalve.com

Email: sales@kokovalve.com

Authorization Agreement

After friendly negotiations, SHANGHAI KOKO VALVE GROUP CO., LTD. (herein called KOKO) and Aria Sanat Sadaf CO, LTD. (herein called Aria) now formally announce that two companies get to the following agreement

1. KOKO authorize Aria to be the exclusive agent in Iran
2. The 1st authorization will be 2 years, and continually 5 years by the 2nd authorization.
3. Aria will achieve 3 million USD or equally amount of orders to KOKO annually.
4. KOKO will regularly send engineering&sales staff to Aria for project supporting and marketing exploring.
5. Aria provides an office for KOKO staff working.
6. Aria and KOKO will work together to develop Iran market and Aria shall be a good coordinator between KOKO and end user.
7. For new customers exploring, KOKO shall negotiate with Aria first and put Aria commission (1%–3%) in to the order if new customer want to PO to KOKO directly.
8. Aria will provide a show room for valve product showing and customer viewing.
9. Aria will register KOKO into AVL of POGC and other important

Add: No.963 Xiangjiang Road, Nanxiang, Shanghai, China

Zip: 201802



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companies, and at least one successful registration annually.

For unmentioned areas and items, KOKO and Aria will result together after friendly negotiations.

Payment Terms:

For projects: 30% advanced payment, 70% balance against copy of B/L

For stocks:

1. PO order above 500,000 USD, 50% before shipment, 25% after ship arrived 30 days, and 25% after ship arrived 60 days.
2. PO order above 1.000,000 USD, 50% before shipment, 25% after ship arrived 60 days, and 25% after ship arrived 120 days.

SHANGHAI KOKO VALVE GROUP CO., LTD.

Aria Sanat Sadaf CO., LTD.

Signature&Stamp

Signature&Stamp

Add: No.963 Xiangjiang Road, Nanxiang, Shanghai, China

Zip: 201802

EXCLUSIVE AGENCY CONTRACT

This contract is made on 1st of December, 2014 between:

1. M/S ST&H CORPORATION, manufacturer, duly incorporated under the laws of Korea its Head Quarters 74 Jwadongsunhwan-Ro, Haeundae-gu Busan, Korea 612-852 (Hereinafter called "The First Party")

AND

2. Aria Sanat Sadaf Co. Apt D9 ,9th floor,No26,Daneshvar Tower,East-Daneshvar St.,North-Shiraz Ave.,Mollasadra Ave., Tehran, Iran,

<WITHESS>

WHEREAS, the "First Party" is desirous in participating in public & private tenders or any other type of sales and supply the ST&H products in the territory of the Islamic Republic of Iran for the supply of the under mentioned products, and

WHEREAS, the "Second Party" has agreed to become the Exclusive Agent for the "First Party" in the territory of the Islamic Republic of Iran

NOW, THEREFORE, the parties hereby agree to following terms and conditions:-

1. The "First Party" appoints the "Second Party" as its Local Agent to assist the "First Party" in the matters so specified in Clause 2, and the "Second Party" agrees and accepts such appointment.

The Products and services supplied by "First Party" within the scope of this contract are the following

ST&H BRAND FLANGES IN CARBON STEEL – LOW TEMP & HIGH YIELD/
HIGH AND LOW ALLOYS/ SS
AND SUPER ALLOYS

2. The "Second Party" shall extend all necessary assistance to the "First Party" as required by the local law in capacity of a local agent in the Iran and shall undertake and agree to complete and comply with all the formalities as required by law and to assist the "First Party" in obtaining the necessary pre-qualifications and tender documents from public sectors and Central Tenders Committee, and do any other things necessary for the purpose of this Agreement.



Aria Sanat Sadaf Co., LTD.

Reg : 235416



3. The "Second Party" shall not share losses or profits from any business carried on by the "First Party" and the personal properties of the "Second Party" shall not be affected by the liabilities and/or financial obligations of the "First Party".
4. The duration of this Agreement shall be eighteen months (18 months) with effect from the date of signing and is renewable upon written agreement by the parties at least two months prior to the end of the term of this Agreement.
5. This Agreement shall apply to distributorship and sale of the above listed products.
6. During the Exclusive Agency Agreement period (18 months), total amount of purchasing first party's products minimum of USD 1.7 Million dollars (USD 1,700,000) as guaranteed. The purchasing period should be from December of 2014 to May of 2016 (Dec.2014 to May. 2016)
7. "First Party" should supply products to Iran through only "Second Party".
8. First part guarantee to deliver quality and must submit the standards requirements.
9. Notice. Any notice or other communications to be given hereunder shall be in written in English language.
10. First party guarantee to support and help the agent for participating in local exhibitions, tenders, and any required fields related to improve the rate and level of sale by technically and logistically including proper support for the agent requested documents.
11. "First Party" ensure to about providing competitive price for agent to propose of develop & improve of the sale for the agent. Unless otherwise changed by notice delivered in the manner provided above, the address to which notice and other communications shall be sent shall be as follows:

(1) If to the First Party:

ST&H Corporation
74 Jwadongsunhwan-Ro, Haeundae-Gu, Busan, Korea

(2) If to the Second Party:

Aria Sanat Sadaf Co. Apt D9 ,9th floor, No26 ,Daneshvar Tower, East-
Daneshvar St. ,North-Shiraz Ave. ,Mollasadra Ave. , Tehran, Iran.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

ST & H CORPORATION

Aria Sanat Sadaf Co

Mr. KUK IN, HONG

Mr. Alireza Nazari

Title: PRESIDENT

Title: President

Signature & Date, 

Signature & Date 01.12.2014



01/12/2014

Aria Sanat Sadaf Co. Ltd.
Reg : 235416